

These Terms and Conditions set out the terms under which Royal Mail shall sell products to business customers and do not apply to our consumer customers. If you are a consumer wishing to purchase products from Royal Mail, please visit royalmail.com/shop to continue with your purchase.

Valid from 25 March 2019

1. Definitions

- 1.1 In these terms and conditions:
- "Contract" means the contract between Royal Mail and the Customer for the sale and purchase of Direct Products in accordance with these terms and conditions;
- "Customer" means a person who submits an Order for Direct Products in the course of a business. For the avoidance of doubt, these terms shall not apply to the purchase of Direct Products from Royal Mail by consumers;
- "Direct Product" means an item listed in an Order or otherwise notified to the Customer as being offered for sale subject to these terms and conditions and shall include Postage Stamp Products and Royal Mail standard pre-paid stationery. For the avoidance of doubt, bespoke customer branded pre-paid stationery shall be subject to separate terms and conditions;
- "Financial Year" means a twelve month period commencing on 1 April in any given calendar year and ending on 31 March, inclusive, in the following calendar year;
- "Order" means an order for Direct Products submitted by the Customer in accordance with clause 2.4;
- "Postage Stamp Products" means postage stamp products (both ordinary tariff and large letter tariff) including international stamps, special delivery envelopes and pre-printed stationery;
- "Royal Mail" means Royal Mail Group Limited, a company registered in England and Wales, with company number 4138203 whose registered office is at 100 Victoria Embankment, London EC4Y 0HQ;
- "Royal Mail Intellectual Property" means the Royal Mail cruciform logo, the mark Royal Mail, images of postage stamps, postal indicia and any other patents, trade marks and service marks, rights in business and trade names and get-up, copyright, and neighbouring rights, topography rights, database rights, design rights (registered or otherwise), goodwill, trade secrets and confidentiality rights, rights in domain names, rights in know-how and all rights or forms of protection of a similar nature whether or not registered or registrable owned by Royal Mail or any subsidiary company of Royal Mail or its or their licensors;
- "Website" means royalmail.com
- "Working Day" means Monday to Friday excluding public and bank holidays in England or Scotland; and
- "Working Hours" means hours of business between 8.30am to 5.00pm in the United Kingdom, on a Working Day.
- 1.2 In these terms, unless the context requires otherwise:
- 1.2.1 words denoting the singular includes the plural and vice versa and references to a person include any corporate or unincorporated body;
- 1.2.2 references to clauses are to clauses of these terms;
- 1.2.3 the headings in these terms are included for convenience only and will not affect its interpretation;
- 1.2.4 writing and written includes e-mail, except where expressly stated otherwise;
- 1.2.5 the terms **including, include, in particular** or any similar expression will not limit the sense of the words preceding those terms; and
- 1.2.6 a reference to a statutory provision is a reference to that provision as amended from time to time.

2. Order and Acceptance

- 2.1 These terms and conditions set out the terms under which Royal Mail shall sell Direct Products to Customers.
- 2.2 Each Order shall be deemed to be a separate offer by the Customer to purchase Direct Products in accordance with these terms and conditions, which Royal Mail shall be free to accept or decline at its absolute discretion.
- 2.3 A Contract is formed each time an Order is accepted by Royal Mail. For the avoidance of doubt, acceptance of an Order shall take place on receipt by Royal Mail of payment in cleared funds for the Order or on dispatch of the Order for delivery, whichever is the earliest.
- 2.4 An Order shall be submitted by making a request to Royal Mail for Direct Products either on the Website, by post or e-mail (to the addresses set out at clause 14.9 below), or during Working Hours by telephone (by calling the number set out at clause 14.9 below) and setting out the type and quantity of Direct Products the Customer wishes to purchase.
- 2.5 Royal Mail reserves the right at any time to withdraw a Direct Product from sale and in such an event will refund any monies paid by the Customer in respect of such withdrawn products.
- 2.6 Some products are ordered via and provided by a third party supplier. When the Customer orders such products Royal Mail may, in line with its Privacy Policy (available at royalmail.com), supply the Customer's personal information, including its name, address and contact details, to the relevant third party supplier for use by them in connection with the fulfilment of the Order.
- 2.7 Orders for Christmas design stamps will be accepted subject to stock availability.

3. Price and Payment

- 3.1 The purchase price of Direct Products shall be Royal Mail's standard prices for the relevant Direct Products in force at the time when the Order is accepted as set out on Royal Mail's Website and as amended by Royal Mail from time to time. The only exception to this is where there is an error in the prices stated on the Website. If Royal Mail discovers an error in the price of Direct Products the Customer has ordered Royal Mail will inform the Customer as soon as possible and give the option of confirming the Order at the correct price or cancelling it. If Royal Mail is unable to contact the Customer Royal Mail will treat the Order as cancelled. If the Customer cancels and has already paid, the Customer will receive a full refund.
- 3.2 Payment for an Order must be made by the Customer:
- (a) where there is no credit facility in place, immediately on submission of an Order in accordance with clause 2.4 in cleared funds, by cheque, debit card or credit card; or
- (b) where a credit facility is in place in accordance with clause 6, within 30 days of the date of the invoice for the Order. Cheques should be crossed and made payable to "Royal Mail". International reply coupons and cash are not accepted as payment. Please note that Royal Mail does not accept American Express credit cards.
- 3.3 If the Customer fails to make any payment due to Royal Mail in accordance with these terms and conditions by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above The Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 3.4 The Customer shall pay all amounts due in accordance with these terms and conditions in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Royal Mail in order to justify withholding payment of any such amount in whole or in part. Royal Mail may at any time, without limiting any other rights or remedies it may have, set off any amount owed to it by the Customer against any amount payable by Royal Mail to the Customer.
- 3.5 In the event of any dispute as to the amount of an invoice, the Customer shall settle the amount in full pending the resolution of any dispute and Royal Mail shall make any adjustment due immediately upon such resolution.
- 3.6 Royal Mail may appropriate any payment made by the Customer to such of the Direct Products under any Contract as Royal Mail sees fit.

4. Delivery

- 4.1 Royal Mail will aim to deliver Direct Products within 5 Working Days. However, the time taken to deliver Direct Products will depend on the type of product purchased and the delivery option(s) available.
- 4.2 Delivery of the Direct Products shall be deemed to be completed on the arrival of the Direct Products at the location specified by the Customer in the relevant Order. For the avoidance of doubt, Royal Mail's obligation is to deliver to the delivery address specified by the Customer, not to a specific named addressee. Royal Mail accepts no responsibility for ensuring an item is delivered to a specific addressee at the location specified.
- 4.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.
- 4.4 Royal Mail reserves the right to make delivery of an Order in instalments.
- 4.5 Royal Mail reserves the right to charge for delivery of any order that requires a pre-9:00am delivery or any order placed with a total value of less than £50.00. Delivery charges are specified on the Website,

and as amended from time to time.

5. Title and Risk

- 5.1 The risk in the Direct Products shall pass to the Customer on completion of delivery.
- 5.2 Title to the Direct Products shall remain with Royal Mail and shall not pass to the Customer until Royal Mail has received payment in full (in cleared funds) for them.
- 5.3 Until title to the Direct Products has passed to the Customer, the Customer shall:
- (a) hold the Direct Products on a fiduciary basis as Royal Mail's bailee;
- (b) store the Direct Products separately from all other goods of the same or a similar nature held by the Customer so that they remain readily identifiable as Royal Mail's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Direct Products;
- (d) maintain the Direct Products in a satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (e) notify Royal Mail immediately if it becomes subject to any of the events listed at clause 10(c); and
- (f) give Royal Mail such information relating to the Direct Products as Royal Mail may require from time to time.
- 5.4 If before title to the Direct Products passes to the Customer the Customer becomes subject to any of the events listed in clause 10(c), or Royal Mail reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, the Customer shall immediately deliver up to Royal Mail all unsold Direct Products, which may be in its possession. If the Customer fails to deliver the unsold Direct Products then, provided that the Direct Products have not been resold or irrevocably incorporated into another product, and without limiting any other right or remedy Royal Mail may have, Royal Mail may at any time require the Customer to deliver up the Direct Products and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Direct Products are stored in order to recover them.

6. Credit Arrangements and Resale Conditions

- 6.1 Royal Mail may at its own discretion authorise the Customer to purchase Direct Products through a credit facility. A Customer who applies for a credit facility with Royal Mail shall be credit checked in advance by Royal Mail. Royal Mail reserves the right to refuse a credit facility to a Customer who does not have a satisfactory credit rating. The following conditions will apply to purchases on credit:
- (a) no Customer shall be entitled to exceed the credit limit set by Royal Mail without the prior written consent of Royal Mail which Royal Mail may refuse in its absolute discretion;
- (b) no Customer may use or purport to use a credit facility to purchase Direct Products until Royal Mail has notified a Customer in writing that they are permitted to do so;
- (c) the terms on which credit is granted including but not limited to the credit limit of each Customer may be varied by Royal Mail in writing to the Customer at any time;
- (d) in order to maintain the credit facility, the Customer must spend £5,000 or more on Direct Products during a Financial Year. Royal Mail shall review the amount Customers have spent on Direct Products at the end of every Financial Year. Customers who have been granted a credit facility part way through a Financial Year shall not be reviewed by Royal Mail until they have had a credit facility for one full Financial Year. If it appears that the Customer has not spent £5,000 on Direct Products within a Financial Year, Royal Mail shall write to the Customer and inform them that they have not reached the required level of spend. If the customer does not spend that amount, Royal Mail may remove the Customer's credit facility. Where the credit facility is suspended or withdrawn, payment must be made by cheque, credit card or debit card in accordance with the provisions of Clause 3; and
- (e) a Customer whose credit facility has been withdrawn in accordance with Clause 6(d) above may have their credit facility reinstated if subsequently they spend £5,000 or more on Direct Products in a Financial Year.

7. Postage Stamp Products and Forward Purchase

- 7.1 For the convenience of the Customer, Postage Stamp Products that do not have a defined monetary value printed on their face and are bought by the Customer prior to a public tariff increase may be used by the general public after the tariff increase. Royal Mail reserves the right not to accept Orders for Postage Stamp Products prior to a public tariff increase if it considers the Order to be (in its absolute discretion) excessive. For the avoidance of doubt Customers are not entitled to exceed their credit limit set by Royal Mail without the prior written consent of Royal Mail in accordance with clause 6(a).
- 7.2 All Postage Stamp Products are produced principally for postal purposes. Unless Royal Mail has agreed otherwise, the Customer must not sell any Postage Stamp Products to third parties. Royal Mail reserves the right to refuse to sell products to Customers if it believes they are selling Postage Stamp Products.

8. Issues with delivery of an Order

- 8.1 Where the Customer is not satisfied with the delivery they receive from Royal Mail because:
- (a) the Direct Products are not of satisfactory quality or are damaged;
- (b) the delivery contains more than the quantity of Direct Products originally ordered by the Customer;
- (c) the delivery contains less than the quantity of Direct Products originally ordered by the Customer; or
- (d) the delivery does not contain the correct Direct Products originally ordered by the Customer the Customer shall notify Royal Mail of the same in writing or by e-mail (using the contact details set out at clause 14.9) **within 7 days of receipt of delivery** and;
- (e) in the case of clauses 8.1(a), 8.1(b) and 8.1(d) above, provided that the Customer returns the Direct Products at its own cost to Royal Mail by Special Delivery Next Day (or an alternative return delivery service at Royal Mail's request) within 14 days of receipt of delivery along with proof of purchase, Royal Mail shall at its option either refund or replace the unsatisfactory or incorrect Direct Products (except in the case of clause 8.1 (b)) and refund the Customer the return delivery service charge; or
- (f) in the case of clause 8.1(c) above, Royal Mail shall deliver to the Customer the additional Direct Products missing from the original delivery.
- 8.2 If a Retailer returns any Retail Product to Royal Mail, the accompanying paperwork must include a Returns Material Authority (RMA) code, which can be obtained from the Royal Mail Direct team (using the contact details set out at clause 14.9). If the RMA code is not included, this may delay payment of any refund due.
- 8.3 If the Customer fails to notify Royal Mail of issues with delivery in accordance with clause 8.1 it shall be deemed to have accepted such Direct Products.
- 8.4 The Customer shall notify Royal Mail in writing or by e-mail (using the contact details set out at clause 14.9) **within 14 days of placing an Order** for Direct Products if it fails to receive delivery of that Order and shall submit to Royal Mail evidence that the Order was placed together with evidence of payment for such Order. Royal Mail reserves the right to refuse to replace Orders not claimed within this 14-day period.
- 8.5 If any Direct Products returned in accordance with clause 8.1 fail to reach Royal Mail, the Customer will be required to show suitable proof of despatch before the Direct Products are exchanged or refunded.
- 8.6 Royal Mail is not obliged to re-purchase Direct Products from Customers.

9. Intellectual Property

- 9.1 The Customer shall have no right to use any Royal Mail Intellectual Property without first obtaining Royal Mail's permission in writing. Any goodwill arising from the Customer's use of Royal Mail Intellectual Property will automatically accrue to Royal Mail and the Customer must, at its own expense, sign a confirmatory assignment of such goodwill if Royal Mail requests the Customer to do so.



- 9.2 The Royal Mail Intellectual Property is and shall remain the sole and exclusive property of Royal Mail and/or its wholly owned subsidiaries and/or its or their licensors and the Customer shall not perform any act that would or might invalidate such title or dilute such rights in any way.
- 9.3 The Customer shall not modify, alter or deface any materials provided by Royal Mail and containing Royal Mail Intellectual Property or do anything likely to bring Royal Mail into disrepute.
- 9.4 The Customer shall abide by all Royal Mail policies and guidelines for the usage and placement of such materials.
- 9.5 The Customer shall not use or seek to register as a trade mark, business name, corporate name, or domain name, any mark or name the same as or which may be confused with any Royal Mail trade mark forming part of the Royal Mail Intellectual Property or any other trade mark or name owned or used by Royal Mail.
- 9.6 The Customer shall immediately cease using, and remove from its business premises, all materials incorporating Royal Mail Intellectual Property and shall return or destroy such materials at Royal Mail's discretion and direction.
- 9.7 For the avoidance of doubt Royal Mail may refuse to sell Direct Products to any Customer which is found to be, or is suspected by Royal Mail to be, in breach of this clause 9.
- 10. Cancellation of Orders**
- 10.1 If the Customer:
- (a) commits a material breach of any of these terms and conditions and, where Royal Mail considers that such breach is remediable, fails to remedy the same within 14 days of being required by Royal Mail to do so;
 - (b) engages in any conduct which is in Royal Mail's opinion prejudicial to the reputation or goodwill of Royal Mail; or
 - (c) becomes or is deemed to be insolvent or is unable to pay its debts (within the meaning of the Insolvency Act 1986) or a petition is presented or meeting convened or resolution passed for the purpose of the winding up of the Customer or the Customer enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or has a receiver, administrator or administrative receiver appointed over all or any part of its assets or any proposal is made for a company voluntary arrangement in respect of the Customer or the Customer threatens to take or takes or suffers any similar action in consequence of debt or insolvency in any jurisdiction or Royal Mail believes that the Customer is about to become subject to any of the state of affairs listed in this clause 10(c) then, without limiting any other right or remedy available to Royal Mail, Royal Mail may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and Royal Mail without incurring any liability to the Customer, and all outstanding sums in respect of the Direct Products delivered to the Customer shall become immediately due.
- 11 Liability**
- 11.1 Nothing in these terms and conditions shall limit or exclude Royal Mail's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 12 of the Sale of Goods Act 1978; or
 - (d) defective products under the Consumer Protection Act 1987.
- 11.2 Subject to clause 11.1:
- (a) Royal Mail excludes to the fullest extent permissible by law, all liability and responsibility for all aspects of the credit card/financial transaction in relation to the Customer's purchase of Direct Products, except where Royal Mail has been negligent;
 - (b) Royal Mail shall not be liable for breach of these terms and conditions as a direct result of industrial action or circumstances beyond its control (Clause 13);
 - (c) Royal Mail shall not, to the fullest extent permissible by law, be liable for any loss of whatever nature, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, or any consequential loss, in each case whether direct or indirect which arises under or in connection with the Contract;
 - (d) Royal Mail's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to either the price payable by the Customer under the Contract or £10,000, whichever is the lower; and
- (e) Royal Mail shall not be liable for any delay in delivering the Direct Products.
- 12 Anti-Bribery**
- 12.1 Both the Customer and Royal Mail ("the Parties") warrant that;
- (a) neither party has done, and in performing their respective obligations under these terms, will not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations; and
 - (b) they will comply with, and will procure that any individuals involved in performing their obligations under these terms on their behalf will comply with, the requirements of the Bribery Act 2010.
- 13 Matters beyond Royal Mail's reasonable control**
- 13.1 Sometimes Royal Mail may not be able to provide the Direct Products because of something beyond its reasonable control (such as war, acts of terrorism, extreme weather conditions, earthquakes, fire, floods, traffic congestion, mechanical breakdown (including of machinery, equipment, and vehicles), any public or private road being blocked, or industrial action and the outcomes of it if this prevents Royal Mail from providing its usual Direct Products).
- 13.2 If this happens, Royal Mail will not be responsible to the Customer. However, Royal Mail will try to notify the Customer promptly about any event which affects how it provides the Direct Products.
- 14 General**
- 14.1 Royal Mail may vary the terms and conditions of a Contract at any time upon giving the Customer not less than one (1) month's written notice, other than where Royal Mail reasonably believes that a variation is not significant or would be beneficial to the Customer in which case Royal Mail may vary the terms and conditions of a Contract with immediate effect and shall notify the Customer within one (1) month of such variation. Royal Mail may need to make changes to prices or terms and conditions for reasons which are outside its control, or for legal or regulatory reasons. If Royal Mail need to make changes for such reasons it will let the Customer know, but it will not be required to meet the timescales in this clause 14.1.
- 14.2 Royal Mail may transfer its rights and duties under the Contract or arrange for any other person to carry out its rights and duties under the Contract. The Customer shall not transfer any of its rights or duties under the Contract without the prior written consent of Royal Mail. Where Royal Mail consents to the Customer transferring its rights or duties in accordance with this clause 14.2, the Customer shall be responsible to Royal Mail for any action that the assignee takes.
- 14.3 If any provision or part-provision of the Contract is, or becomes, invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14.3 shall not affect the validity and enforceability of the rest of the Contract.
- 14.4 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 14.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 14.6 A person who is not involved in this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it.
- 14.7 These terms and conditions constitute the entire agreement between the parties and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.
- 14.8 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales and Royal Mail and the Customer submit to the exclusive jurisdiction of the Courts of England and Wales.
- 14.9 To be effective, notices and complaints must be in writing and addressed to Royal Mail Direct, PO Box 1373, SUNDERLAND, SR5 9PG, or sent by e-mail to business.enquiries@royalmail.com. All stamp returns must be sent to Business Returns, Royal Mail, Talents House, 21 South Gyle Crescent, EDINBURGH, EH12 9PB. General enquiries and Orders can also be made by telephone by calling Royal Mail on 03457 782 677*.

*Calls cost 5p per minute plus your telephone company's network access charge.

Please be aware that we may make further changes to the Terms and Conditions from time to time and when you place an order with us, that order will be subject to the latest version of the Terms and Conditions currently in place as set out on our website at royalmail.com/direct

